

Professional Services Agreement

THIS AGREEMENT is made the 15 day of September 2023

BETWEEN:

- **Vocational Rehabilitation Association** (working as “the VRA”), a charity registered in England and Wales, charity number: 1056380.
8E Old Bakery, 5-9 St Andrews Street South,
Bury St Edmunds, IP33 3PH; and
- **The Secretary of State for Work and Pensions acting through the Department for Work and Pensions (DWP)** of Caxton House, Tothill Street, London SW1H 9NA (“the Authority”)

BACKGROUND:

1. The Authority is developing a service known as the Employment and Health Discussion (EHD programme), and the VRA is supporting this development through the provision of vocational rehabilitation advice and expertise to design this service.
2. The current phase of this service is the expansion of the EHD programme to 12 additional Authority sites across England and Wales. The expansion of the EHD programme requires additional Healthcare Professionals (HCPs) to deliver the service. The Authority expects the number of additional HCPs to be in the region of 22 by mid-September 2023. The EHD programme expansion requires the revision of previously designed EHD training documentation e.g. workability plan, and the implementation of a training programme for the expansion of the service, and the VRA has been asked to deliver this training programme as set out in the Conditions of Contract annexed to this Agreement.

IT IS NOW AGREED THAT:

3. The VRA agrees to provide the training in accordance with the annexed Conditions of Contract and any documents and data referred to in the Conditions of Contract. The Authority has selected [REDACTED], who delivered the training during the previous phase of the EHD

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programme, to deliver this current phase, as set out in the Conditions of Contract.

4. Should any unforeseen events prevent [REDACTED] [REDACTED] [REDACTED] from delivering the agreed training, the VRA will provide a replacement, at the same hourly rate in accordance with the paragraph 14 of the annexed Conditions of Contract, the appointment of whom would be subject to the agreement of both Parties.
5. The Authority will pay the VRA the amount due in accordance with the Conditions of Contract.

SIGNED by:

[REDACTED]

Full name: [REDACTED]

Position: Chair

(for and on behalf of the VRA)

SIGNED by:

Full name: [REDACTED]

Position: Deputy Director,
Department for Work and
Pensions.

(for and on behalf of the
Authority)

Annex
Conditions of Contract

The Tasks

1. The VRA will deliver the Employment and Health Discussion (EHD) training programme (“EHD training programme”) to Healthcare Professionals (HCPs) selected by the Authority to deliver this service.
2. The Authority has selected [REDACTED] (the “Trainer”) to deliver the EHD training programme on behalf of the VRA.
3. Delivery of the EHD training programme will require from the VRA:
 - 3.1 Content review, revision, and preparation time;
 - 3.2 Liaison with the Authority;
 - 3.3 Undertaking a site visit;
 - 3.4 Training the observer, who will be shadowing the training delivery;
 - 3.5 Delivering training in 3 (three) cohorts of approximately 8-10 (eight to ten) Healthcare Professional (HCP) trainees for 2 (two) half day sessions for each cohort;
 - 3.6 Delivery of additional training sessions in addition to the 3 (three) cohorts referred to above as requested by the Authority; and,
 - 3.7 Providing a wrap-up evaluation and verbal report back to the Authority.
4. Unless otherwise agreed by both Parties, and by the Trainer, these EHD training sessions will be delivered virtually, and HCP trainees are responsible for providing the equipment (laptop and suitable online meeting software) to participate in the online training sessions. The VRA will provide further details of the necessary equipment as applicable to the Authority and/or the HCP trainee reasonably in advance of the online training sessions.
5. Training will take place in September, on days to be agreed by both Parties and the Trainer.

6. In preparation for the EHD training, and to better understand the current EHD programme, the Trainer may undertake a site visit to the current EHD test site at the Leeds Health Model Office, to observe current delivery of the EHD programme on site. To enable this, and prior to any visit taking place, this will be subject to the Trainer entering into a non-disclosure agreement in the form set out at Annex 1 of these Conditions of Contract .
7. The Authority will reimburse the reasonable travel costs incurred by the Trainer in undertaking the site visit subject to such individuals providing details of the costs and obtaining approval from the Authority in advance of any such costs being incurred.
8. The Authority, at its sole discretion, may include an observer to shadow the delivery of the EHD training alongside [REDACTED]. The choice of this observer will be agreed by the Parties in advance of the EHD training.
9. The EHD training to be delivered will include the imparting of information regarding the EHD programme, practice sessions, and an assessment to confirm that the trainees have mastered the content of the EHD training programme.

The Programme, Training Materials and Toolkit

10. The VRA shall retain ownership of any intellectual property rights existing in the structure, content and training materials comprising the EHD training (together the "Programme Materials") developed and provided by the VRA under this Agreement ("VRA IPR"). The Authority may only use the Programme Materials (in whole or in part) as set out in this Agreement and use outside of the EHD programme phase to which this Agreement relates is subject to the prior written consent of the VRA.
11. The Authority will not make changes to the Programme Materials (in whole or in part) without full consultation and agreement with the VRA even if consent has been obtained from the VRA for use of the Programme Materials under paragraph 10 above.
12. During the course of the EHD programme expansion, and in readiness for Phase 3 of the EHD programme, HCPs will work with Authority Clinical Leads and begin the development of appropriate training materials ("HCP Training Materials"). VRA acknowledges and agrees that, subject to

paragraph 13 below, the Authority will own any intellectual property rights arising from the development of the HCP Training Materials.

13. Any VRA IPR contained within the HCP Training Materials shall remain the property of the VRA and the Authority shall, and shall ensure that the HCPs shall, clearly identify any VRA IPR contained within the HCP Training Materials as such.
14. The VRA permits the Authority to retain and store copies of the training materials in any format:
 - 14.1 to evaluate the EHD training;
 - 14.2 to continue to develop the EHD programme;
 - 14.3 for the Authority's records relating to the EHD programme in accordance with its records retention policy; and
 - 14.4 for reference in connection with future initiatives and/or evaluation of the EHD programme.

Fees and Payment:

15. The fee for delivering this service will be charged on an hourly basis at [REDACTED] per hour of Trainer time, including lesson preparation time, travel time, training delivery time and post-training assessment and evaluation. This will be capped at 100 hours of Trainer time for the duration of the Agreement. An interim invoice will be issued on 30th September 2023, for services delivered up to that date, and monthly thereafter up to the completion of the EHD training. The VRA does not charge VAT.
16. If the Authority or HCP trainee cancels the EHD training session within 72 hours prior to the agreed date of delivery, and the EHD training is delivered on an alternative date, the VRA will be entitled to an additional fee of [REDACTED] for each amended date. The VRA shall deliver the EHD training to 3 (three) cohorts of trainees.
17. If, due to cancellation by the Authority or HCP trainees, the VRA is unable to provide the EHD training during 2023 to the full scope of 3 (three) cohorts

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as envisaged by this Agreement, the VRA will be entitled, where it has made reasonable efforts to agree to rescheduling such cancelled session, to a development and preparation fee of [REDACTED] for each reduction in scope by one-third (i.e. where one-third equates to one cohort).